

REQUEST FOR PROPOSALS (RFP)

RFP # FAM-11-084

Issue Date: June 2, 2011

Title: Adoption Through Collaborative Partnerships (ATCP)

Commodity Code: 95247

Initial Period of Contract: July 1, 2011 to June 30, 2012 (two 1-year optional renewals)

Proposal Due Date & Time: June 13, 2011 (3:00 P.M.)

Issuing Agency and Location: Commonwealth of Virginia
Virginia Department of Social Services
Division of Family Services
801 East Main Street
Richmond, VA 23219-2901

Sealed Proposals for providing the services described herein will be received subject to the conditions cited herein until the proposal due date and time shown above. **Proposals received after that time will be returned without consideration. Proposals sent via e-mail or facsimile will not be accepted. PROPOSALS ARE TO BE MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE TO THE ATTENTION OF LYNDELL LEWIS.**

All requests for information shall be directed to Lyndell Lewis, Permanency Unit, Family Preservation Supervisor, at lyndell.lewis@dss.virginia.gov or (804) 726-7531 no later than 4:00 p.m., Tuesday, June 7, 2011.

In compliance with this Request for Proposals (RFP) and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

_____ (Name of Organization)	Date: _____
_____ (Signature in Ink)	By: _____
_____ (Street Address)	Name: _____ (Printed or Typed)
_____	Title: _____
_____ (City) (State) (Zip Code)	Telephone: _____ (Area Code) (Number)
eVA Reg. No. (if registered)_____	Facsimile: _____ (Area Code) (Number)
	E-Mail: _____

Pre-proposal conference: This section has been deleted.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an applicant because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment.

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Forms To Be Completed & Returned

Attachment A - Proposal Summary Cover Sheet
Attachment B-2 - RFP Checklist
Attachment C-2 - Proposal Cover Sheet
Attachment D - Goals, Outcomes and Initial Work Plan Form
Attachment E through H - Proposed Budget, Itemized Budget Forms and Budget Summary
Attachment I - W-9 Form (with signature)
Attachment J-1 – Collaborative Adoption Agreement (with signatures)
Attachment K - Assurances Form Sf-424b (with signatures)
Attachment L - General Certification
Attachment M - Certification Regarding Lobbying
Attachment N- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
Attachment O - Certification to Receive Electronic Reimbursement

Other Attachments

- Attachment P - OASIS Data – Eligible Children and Youth by Local Department of Social Services and by Region
Attachment Q – Virginia Map with VDSS Regional Boundaries
Attachment R – This Attachment has been deleted (Directions to Pre-proposal Conference)

SECTION 1 - PURPOSE

The delivery of child welfare services in Virginia is guided by the principles of the Virginia Children's Services Practice Model. Two of those principles that are the focus of this Request for Proposals (RFP) are:

- *We believe that all children and youth need and deserve a permanent family; and*
- *We believe in partnering with others to support child and family success in a system that is family-focused, child-centered, and community driven.*

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from **private non-profit licensed child-placing agencies (LCPA) with offices in Virginia and Local Departments of Social Services in Virginia (LDSS)** in order to award contracts to achieve timely adoption for a subset of children in the custody of LDSS. Contracts will be awarded for services, through competitive negotiation, using best value acquisition procedures as defined below:

Definition: Best Value Acquisition (BVA): A process used to acquire goods and non-professional services in which best value concepts will be applied. The best value award is based on evaluation criteria as stated in the solicitation with consideration of price of the goods and nonprofessional services that offer the greatest benefit(s) in meeting the needs of the public body.

The goals of the Adoptions through Collaborative Partnerships strategy are to:

1. Increase the number of finalized adoptions from the pool of children prioritized in this RFP;
2. Utilize specific adoption processes and provide services that prepare children and families for an adoptive placement and a final adoption; and
3. Support families who come forth to adopt through the stages of the adoption process.

The primary outcome expected by VDSS from the use of collaborative partnerships to achieve adoptions is to *finalize* adoptions for a minimum of 356 children and youth in foster care. Grant funds awarded are to be used to expedite the adoption of three particular subsets of children in the custody of local departments of social services (LDSS):

1. Children and youth with a goal of adoption, with termination of parental rights (TPR), not in a pre-adoptive home, who have the potential to be adopted prior to twenty-four months (i.e., children in foster care less than 16 months). The target number for final adoptions in this group is a minimum of 32.
2. Children and youth who have a goal of adoption, with termination of parental rights (TPR), not in a pre-adoptive home, and are not likely to be adopted within 24 months of their entry into foster care (i.e., children in foster care 16 months or more). These youth are at high risk of aging out of foster care due to an excessive length of stay in the foster care system. The target number for final adoptions in this group is a minimum of 149; and
3. Children and youth in foster homes, with the goal of adoption, with termination of parental rights (TPR), and an adoptive placement agreement has been signed, but the adoption is not finalized. The target number for final adoptions in this group is a minimum of 175.

Virginia has numerous public/private partnerships between agencies serving youth in foster care. Following is an example of a successful adoption partnership model:

Example of a Successful Current Partnership Model Between an LDSS and an LCPA

How Did We Get There? – Through a grant funded program, “Wendy’s Wonderful Kids,” a private adoption charitable organization provided linkage between the LDSS and the LCPA. The charitable organization is utilized to facilitate the placement of special needs children.

Initial Meeting – The LDSS and LCPA met to discuss the needs of each agency. Goals, objectives, projected outcomes and performance measures were benchmarked for a twelve (12) month period.

Follow-Up Meeting – LDSS and LCPA adoption staff met to formulate a Memorandum of Understanding (MOU) of each entity’s expectations and responsibilities.

Quarterly Meetings – LDSS and LCPA met quarterly to ensure benchmarks were met and to staff cases referred. The LCPA provided the following services: Case Review, Assessment, Customized Recruitment Plan, Orientation and Initial Contact, Matching of Recruited Family, Family Find, and Life Book Preparation. The LCPA provided monthly reports and assisted LDSS adoptions worker in completing Adoptive Home Studies and Reports of Investigation.

End Result – Adoption placement agreement signed and within six (6) to eight (8) months, a finalized adoption was completed. Outcomes: Year One, zero (0) adoptions finalized; Year Two, one (1) adoption finalized and Year Three, four (4) finalized, to date.

Challenges:

- Severity of a child’s behavior or mental/emotional disability
- Unresolved personal issues of potential adoptive parents
- LDSS hesitation to approve an adoptive home study
- Court appeals
- Recruitment deficits

1.1 Eligible Offerors

Proposals will only be accepted from private non-profit licensed child-placing agencies (LCPA) with offices in Virginia and Local Departments of Social Services in Virginia (LDSS). Two types of contracts will potentially be awarded as specified here:

- LCPAs (Offeror/Lead Agency) in partnership with a minimum of two (2) local Department of Social Services (total team of at least 3); and
- LDSSs (Offeror/Lead Agency) in partnership with other local Department of Social Services, other child serving agencies, or service providers (total team of at least 3)

Partnerships may cover contiguous jurisdictions; may be within a region, or; with multiple agencies across the state to achieve the permanency goal of adoption.

Eligible Offerors must be sensitive to the cultural, socio-economic and community influences which affect the development and functioning of families in the area to be served. Eligible Offerors must:

- Have knowledge of adoption as a lifelong process;
- Be familiar with the community they propose to serve;
- Be willing to provide services to families in their homes; and

- Have good relationships and networks in place with other agencies providing services to families in the community they propose to serve.

1.2 Funding

Approximately \$1.8 million in funding is available through Title XX/SSBG (Social Services Block Grant), Title IV-B Subpart 2 (CFDA 93.556) and State General Funds. It is the intent of VDSS to award 10-20 contracts, ranging in amounts of approximately \$50,000 to \$170,000. Contracts for the initial period will be from July 1, 2011, to June 30, 2012, with the potential for two additional one-year renewals. A 10% match is required.

Offerors should be reasonable in their request and recognize that funds need to support services across Virginia. Statewide coverage is an important consideration for VDSS to increase services to the number of children needing adoptive placement in each of the VDSS five regions (see map in Attachment Q). To the extent feasible by the proposal pool, VDSS intends to achieve reasonable regional balance in the provision of needed services. VDSS will determine the proposal(s) that are the most advantageous and represent the best value to the Commonwealth and will award contracts to those Offerors.

VDSS retains the option of providing additional “pay for performance” funds to those Contractors whose performance exceeds expected outcomes. “Pay for performance” may be implemented based on available funds and criteria developed by VDSS.

SECTION 2 – BACKGROUND

Adoption provides a lifelong permanent family for children who are not able to return to live with their birth family. Adoption planning includes an array of services that begins with the primary task of matching a child with an adoptive family and culminates in a timely, finalized adoption.

Since the mid 1990s, the Virginia Department of Social Services (VDSS) has contracted with local Departments of Social Services (LDSS) and private licensed child placing agencies (LCPA) to form collaborative relationships that facilitated the adoption of children in foster care with the goal of adoption. The most recent contracts became effective July 1, 2008, and had two one-year renewals. The current fifteen contracts will end June 30, 2011. Nine are currently with LCPAs and six are with LDSSs.

On July 1, 2010, the adoption contracts were redesigned based on data specific to the number of children in the custody of each LDSS with the goal of adoption, with parental rights terminated but not in an adoptive placement. National data identifies these children as one subset of children in foster care who are at high risk to linger in care and age out of the system as opposed to achieving permanency. Virginia data indicates children who linger in foster care for more than 24 months have significantly lower rates of achieving permanency than those youth who leave foster care before 24 months. Using data to understand which children are most at risk of not achieving permanency and targeting services to that population is consistent with an effective and efficient model of managing limited funds to achieve measureable outcomes.

Of the 1,317 children with the goal of adoption, 872 children/youth (66%) have had their parental rights terminated (TPR). However, of these 872 children/youth, 639 (73.3%) are available for adoption but are not in a pre-adoptive placement. Finalized adoptions is the single most important area of need for these children. The remaining 233 children (26.7%) are residing in a pre-adoptive home but the adoption has not been finalized. (See Table 1)

Virginia has a long-standing trend of not achieving adoptions in a timely manner. Although this has often been attributed to problems in achieving TPR due to appeals and court docketing, the data does not support this belief. Data showing the decrease in placements of eligible children in adoptive homes and increase in the numbers of children waiting for such placements suggests that, without focused and intensive strategies to find, approve and place children into safe and permanent adoptive homes, Virginia's waiting children will increase.

Over 52% of children with a goal of adoption are between the ages of 5-13 years. For those children for whom parental rights have been terminated and have been in care 15 months or less, over 55% are between the age of 5 and 13 years. Similarly, for TPR children in care longer than 15 months almost 50% are aged 5-13 years. Both national and state longitudinal data indicate children in these age categories are the most at risk of lingering in foster care awaiting permanency, and the longer these children remain in care, the risk increases. Focusing on the adoption of children over the age of 6 is clearly linked to preventing children from lingering in care, the negative impacts of multiple placements and ultimately aging out of foster care at age 18.

Accompanying the need to achieve timely adoptions for children prior to their 24th month in foster care, is the need to achieve permanency for the 598 children currently in care more than 16 months, most of who are not likely to be adopted before 24 months. Many of these children have been in care for extended periods of time (one entered in September 1995) and require intensive efforts to locate families before these children risk leaving the foster care system without a family.

Data also indicates that neither gender nor race/ethnicity is a primary factor for adoptive placement on a statewide basis. Regionally, however, the gender or racial characteristics of children needing adoptive families and services to finalize an adoption varies.

Virginia's rate of adoption remained stable at around 550 children per year beginning in 2006. For the time period October 1, 2009 to September 30, 2010, Virginia's adoption rate increased to 652 children who were adopted. This increase is reflected in the number of children adopted in the 6-10 year-old age group (190 up from a low of 142); the 11-15 year old age group (129 up from a low of 91); and the 16-18 year old age group (24 up from a low of 17). Adoptions of children under age 6 have remained relatively stable near 300. The increase seen in 2009/2010 clearly reflects increased efforts to focus on the needs of older children to have "forever families."

Data Sources:

VDSS relies heavily on data to identify areas of need for increasing adoptions in Virginia and to assess progress made in achieving adoptions. Data from the following sources was used to identify the scope of work needed.

- Statewide, regional and local adoption data reports identifying the subset of children most at risk of not achieving permanency due to factors identified above;
- Longitudinal, current year and time-in-point demographic and outcome data for children who have been adopted and those waiting with the goal of adoption;
- The findings of the 2009 Child and Family Services Review in which Virginia did not meet the timely adoptions outcome of children in foster care and subsequent data for each LDSS regarding current measures on CFSR adoption outcomes; and
- Qualitative data from LDSS focus groups and current contractors identifying issues and barriers to finalizing adoptions, as well as successful actions and processes that led to timely adoption.

Demographics:

Based on the SafeMeasures report TPR Status, for children in care during February 2011, 872 (vs. 1596 in SFY 08) have the goal of adoption and parental rights have been terminated for both parents. Of that number 639 (vs. 918 in SFY 08) are awaiting adoptive placements. ***This number represents almost 75% of all children currently available to be adopted.*** Only 27% of the children with the goal of adoption and termination of parental rights are in adoptive placements.

TABLE 1: Children with Goal of Adoption, TPR Status February 2011								
Regions	Number of Children	% of State Total	With TRP (Termination of Parental Rights)	% W/TPR	Awaiting Placements	% Awaiting Placement	In Placement	% In Placement
Central	194	14.7%	132	15.3%	92	69.7%	40	30.3%
Eastern	302	22.9%	204	23.6%	176	86.3%	28	13.7%
Northern	292	22.2%	184	21.3%	121	65.8%	63	34.2%
Piedmont	320	24.3%	221	25.5%	149	67.4%	72	32.6%
Western	209	15.9%	131	15.1%	101	77.1%	30	22.9%
State Total	1317	100.0%	872	100.0%	639	73.3%	233	26.7%
Source: SafeMeasures "TPR Status" Extracted March 28, 2011								

Over 50% of children with the goal of adoption fall between the ages of 5 and 13. Children between 5 and 9 form the largest group of children with the goal of adoption (around 27%). A little less than 10% of children with the goal of adoption are age 16 and over.

Virginia's children awaiting adoption are evenly distributed across gender statewide and regionally. Statewide, Virginia has more Caucasian children and youth available for adoption although the central and eastern regions have more African American children with the goal of adoption.

Tables 2 through 4 indicate the breakdown of children by age, gender and race/ethnicity.

TABLE 2: Children with the Goal of Adoption, by Age and Region
February 2011

Region	Total Children		0-4		5-9		10-13		14-15		16 and Older	
Central	194	14.7%	50	25.8%	51	26.3%	36	18.6%	30	15.5%	27	13.9%
Eastern	302	22.9%	77	25.5%	78	25.8%	72	23.8%	45	14.9%	30	9.9%
Northern	292	22.2%	78	26.7%	78	26.7%	75	25.7%	37	12.7%	24	8.2%
Piedmont	320	24.3%	82	25.6%	86	26.9%	89	27.8%	40	12.5%	23	7.2%
Western	209	15.9%	53	25.4%	67	32.1%	50	23.9%	24	11.5%	15	7.2%
State Total	1317	100%	340	25.8%	360	27.3%	322	24.4%	176	13.4%	119	9.0%

Source: SafeMeasures "TPR Status" Extracted March28, 2011

TABLE 3: Children with the Goal of Adoption, by Gender and Region
February 2011

Region	Total Children		Male		Female	
Central	194	14.7%	117	60.3%	77	39.7%
Eastern	302	22.9%	144	47.7%	158	52.3%
Northern	292	22.2%	155	53.1%	137	46.9%
Piedmont	320	24.3%	177	55.3%	143	44.7%
Western	209	15.9%	104	49.8%	105	50.2%
Statewide	1317	100%	697	52.9%	620	47.1%

Source: SafeMeasures "TPR Status" Extracted March28, 2011

TABLE 4: Children with the Goal of Adoption, by Race/Ethnicity and Region
February 2011

Region	Race/Ethnicity by Regions													
	Total Children		African American		Caucasian		Asian		Multi-race		Race Unknown		Hispanic	
Central	194	14.7%	109	56.2%	58	29.9%	0	0.0%	12	6.2%	1	0.5%	14	7.2%
Eastern	302	22.9%	172	57.0%	90	29.8%	3	1.0%	20	6.6%	1	0.3%	16	5.3%
Northern	292	22.2%	85	29.1%	121	41.4%	5	1.7%	20	6.8%	2	0.7%	59	20.2%
Piedmont	320	24.3%	107	33.4%	151	47.2%	0	0.0%	26	8.1%	3	0.9%	33	10.3%
Western	209	15.9%	9	4.3%	178	85.2%	0	0.0%	7	3.3%	1	0.5%	14	6.7%
Statewide	1317	100%	482	36.6%	598	45.4%	8	0.6%	85	6.5%	8	0.6%	136	10.3%

Source: SafeMeasures "TPR Status" Extracted March28, 2011

Fifty-two children are potentially able to be adopted prior to being in care for 24 months. These children fall evenly into all age categories and the majority of these children are Caucasian.

Five hundred and ninety-eight (598) children (see Table 6) were in foster care 16 months or more in February 2011 and are likely not to achieve adoption prior to 24 months. These children form the greatest risk of lingering in foster care and aging out of the system. Children in this category are evenly distributed by gender statewide, although some differences exist by region (i.e., slightly more males than females in the northern and central regions and more females in the eastern and Piedmont regions). More children in the 10-13 age group are waiting for adoptive placements, with children in the 16 and over age group second. Together, children ages of 10 and older form 63% of youth waiting to be placed in adoptive homes. Racial and heritage clearly highlight that over 500 of the 598 children are either Caucasian or African American.

Tables 5, 6 & 7 show regional breakdowns of children available for adoption based upon the goals set forth in Section 1 – Purpose.

Goal 1 - Children and youth with a goal of adoption, termination of parental rights (TPR), not in a pre-adoptive home, that have the potential to be adopted prior to twenty-four months (i.e., children in foster care less than 15 months). The target number for final adoptions in this group is a minimum of 32.

Table 5a.: Children with Goal of Adoption TPR on Both Parents, Not in Adoptive Placement, in Care 16 months or Less February 2011					
By Gender	Female		Male		TOTAL
Central	2	40.0%	3	60.0%	5
Eastern	6	46.2%	7	53.8%	13
Northern	8	100.0%	0	0.0%	8
Piedmont	3	27.3%	8	72.7%	11
Western	3	50.0%	3	50.0%	6
Grand Total	22	51.2%	21	48.8%	43
Source: SafeMeasures "TPR Status" Extracted March 28, 2011					

Table 5b.: Children with Goal of Adoption TPR on Both Parents, Not in Adoptive Placement, in Care 16 months or Less February 2011											
By Age	0-4		5-9		10-13		14-15		16 and Older		TOTAL
Central	0	0.0%	1	20.0%	0	0.0%	2	40.0%	2	40.0%	5
Eastern	6	46.2%	4	30.8%	1	7.7%	1	7.7%	1	7.7%	13
Northern	4	50.0%	0	0.0%	0	0.0%	3	37.5%	1	12.5%	8
Piedmont	4	36.4%	2	18.2%	2	18.2%	1	9.1%	2	18.2%	11
Western	3	50.0%	2	33.3%	0	0.0%	0	0.0%	1	16.7%	6
Grand Total	17	39.5%	9	20.9%	3	7.0%	7	16.3%	7	16.3%	43
Source: SafeMeasures "TPR Status" Extracted March 28, 2011											

Table 5c.: Children with Goal of Adoption TPR on Both Parents, Not in Adoptive Placement, in Care 16 months or Less February 2011					
By Race	African American		Caucasian		TOTAL
Central	1	20.0%	4	80.0%	5
Eastern	5	38.5%	8	61.5%	13
Northern	2	25.0%	6	75.0%	8
Piedmont	0	0.0%	11	100.0%	11
Western	0	0.0%	6	100.0%	6
Grand Total	8	18.6%	35	81.4%	43
Source: SafeMeasures "TPR Status" Extracted March 28, 2011					

Goal 2 - Children and youth who have a goal of adoption, with termination of parental rights (TPR), not in a pre-adoptive home, and are not likely to be adopted within 24 months of their entry into foster care (i.e., children in foster care 16 months or more). These youth are at high risk of aging out of foster care due to an excessive length of stay in the foster care system. The target number for final adoptions in this group is a minimum of 149.

Table 6a: Children with Goal of Adoption TPR on Both Parents, Not in Adoptive Placement In Care 16 months or More: February 2011					
By Gender	Female		Male		TOTAL
Central	37	42.5%	50	57.5%	87
Eastern	81	49.4%	83	50.6%	164
Northern	47	41.6%	66	58.4%	113
Piedmont	62	45.3%	75	54.7%	137
Western	50	52.6%	45	47.4%	95
Grand Total	277	46.5%	319	53.5%	596
Source: SafeMeasures "TPR Status" Extracted March 28, 2011					

Table 6b: Children with Goal of Adoption TPR on Both Parents, Not in Adoptive Placement In Care 16 months or More: February 2011											
By Age	0-4		5-9		10-13		14-15		16 and Older		TOTAL
Central	16	18.4%	23	26.4%	17	19.5%	12	13.8%	19	21.8%	87
Eastern	29	17.7%	43	26.2%	40	24.4%	27	16.5%	25	15.2%	164
Northern	17	15.0%	22	19.5%	41	36.3%	22	19.5%	11	9.7%	113
Piedmont	28	20.4%	35	25.5%	37	27.0%	24	17.6%	13	9.5%	137
Western	20	21.1%	25	26.3%	23	24.2%	18	18.9%	9	9.5%	95
Grand Total	110	18.5%	148	24.8%	158	26.5%	103	17.3%	77	12.9%	596
Source: SafeMeasures "TPR Status" Extracted March 28, 2011											

Table 6c: Children with Goal of Adoption TPR on Both Parents, Not in Adoptive Placement In Care 16 months or More: February 2011													
By Race	American Indian		Asian		Caucasian		UTD		African American		Multi racial		TOTAL
Central	0	0.0%	0	0.0%	30	34.5%	2	2.3%	48	55.2%	7	8.0%	87
Eastern	0	0.0%	2	1.2%	52	31.7%	1	0.6%	91	55.5%	18	11.0%	164
Northern	0	0.0%	2	0.2%	59	52.2%	3	2.7%	33	29.2%	16	14.2%	113
Piedmont	1	0.7%	0	0.0%	61	44.5%	1	0.7%	55	40.1%	19	13.9%	137
Western	0	0.0%	0	0.0%	86	90.5%	0	0.0%	6	6.3%	3	3.2%	95
Grand Total	1	0.2%	4	0.7%	288	48.3%	7	1.2%	233	39.1%	63	10.6%	596
Source: SafeMeasures "TPR Status" Extracted March 28, 2011													

Goal 3 - Children and youth in foster homes, with the goal of adoption, with termination of parental rights (TPR) and an adoptive placement agreement has been signed, but the adoption is not finalized. The target number for final adoptions in this group is a minimum of 175.

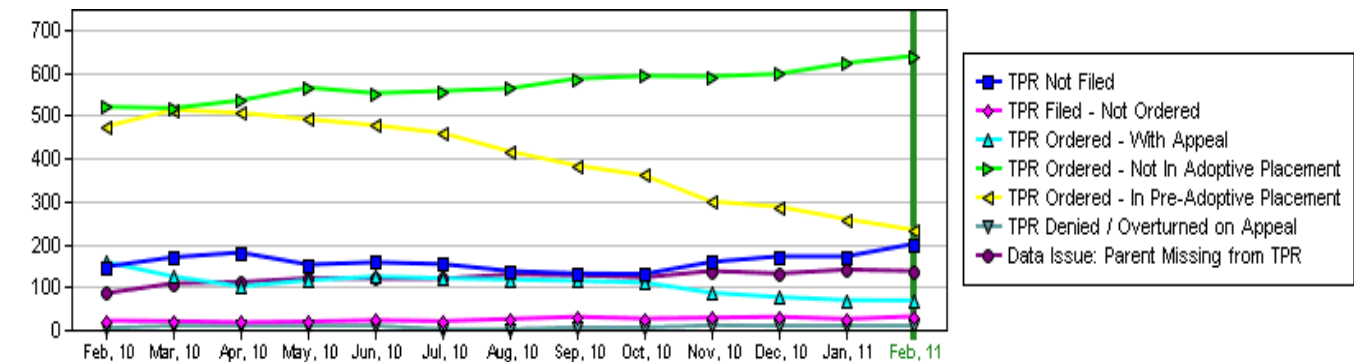
Table 7a: Children with Goal of Adoption TPR on Both Parents, In an Adoptive Placement February 2011					
By Gender	Female		Male		TOTAL
Central	13	32.5%	27	67.5%	40
Eastern	13	46.4%	15	53.6%	28
Northern	32	50.8%	31	49.2%	63
Piedmont	31	43.1%	41	56.9%	72
Western	14	46.7%	16	53.3%	30
Grand Total	103	44.2%	130	55.8%	233
Source: SafeMeasures "TPR Status" Extracted March 28, 2011					

Table 7b: Children with Goal of Adoption TPR on Both Parents, In an Adoptive Placement February 2011											
By Age	0-4		5-9		10-13		14-15		16 and Older		TOTAL
Central	11	27.5%	16	40.0%	7	17.5%	5	12.5%	1	2.5%	40
Eastern	7	25.0%	5	17.9%	11	39.3%	3	10.7%	2	7.1%	28
Northern	16	25.4%	29	46.0%	12	19.0%	4	6.3%	2	3.2%	63
Piedmont	23	31.9%	20	27.8%	20	27.8%	8	11.1%	1	1.4%	72
Western	7	23.3%	13	43.3%	7	23.3%	2	6.7%	1	3.3%	30
Grand Total	64	27.5%	83	35.6%	57	24.5%	22	9.4%	7	3.0%	233
Source: SafeMeasures "TPR Status" Extracted March 28, 2011											

Table 7c: Children with Goal of Adoption TPR on Both Parents, In an Adoptive Placement February 2011											
By Race	Caucasian		African American		Multi racial		Hispanic		Unable to Determine		TOTAL
Central	10	25.0%	20	50.0%	7	17.5%	3	7.5%	0	0.0%	40
Eastern	8	28.6%	16	57.1%	3	10.7%	1	3.6%	0	0.0%	28
Northern	25	39.7%	18	28.6%	1	1.6%	17	27.0%	2	3.2%	63
Piedmont	29	40.3%	25	34.7%	12	16.7%	5	6.9%	1	1.4%	72
Western	23	76.7%	0	0.0%	0	0.0%	7	23.3%	0	0.0%	30
Grand Total	95	40.8%	79	33.9%	23	9.9%	33	14.2%	3	1.3%	233
Source: SafeMeasures "TPR Status" Extracted March 28, 2011											

Table 8 shows a trend of decreasing placements in adoptive homes and a co-related increase in children not placed in adoptive homes (as of March 28, 2011).

Table 8: SafeMeasures TPR Status
Children with Goal of Adoption, TPR, Adoptive Placement Status
February 2011



TPR Status

	Count	Percentage
TPR Not Filed	200	15.2%
TPR Filed - Not Ordered	31	2.4%
TPR Ordered - With Appeal	68	5.2%
TPR Ordered - Not In Adoptive Placement	639	48.5%
TPR Ordered - In Pre-Adoptive Placement	233	17.7%
TPR Denied / Overturned on Appeal	9	0.7%
Data Issue: Parent Missing from TPR	137	10.4%
Total	1317	100.0%

Child and Family Services Review (CFSR): Virginia was found to not be in substantial conformity with the adoption outcomes in the 2009 CFSR. Two key findings on adoption from the Review are:

- Delays in completing or approving home studies
- Delays due to a general lack of effort to finalize an adoption.

Virginia's use of cross-jurisdictional resources to facilitate timely adoptive or permanent placements for waiting children was assessed. Two major findings in this area include:

- cross-jurisdictional resources used to facilitate timely adoptive or permanent placements for waiting children include the Adoption Resource Exchange of Virginia (AREVA), the Heart Gallery, and Wednesday's Child;
- stakeholders expressed the opinion that cross-State adoptions and permanent placements are hampered by the extensive delays involved in the Interstate Compact on the Placement of Children process, particularly the difficulty of securing responses to requests for information and home studies from other states in a timely manner.

Data from the CFSR on adoption was evaluated against national data indicators in four composite areas. Each composite measure includes several individual measures that, together, establish the

composite score. Virginia did not meet these indicators in 3 of the 4 indicators. Offerors are encouraged to review the discussion of the composite measures from the 2009 CFSR Final Report at <http://www.dss.virginia.gov/geninfo/reports/children/cfsr.cgi>.

Table 9: Conformity of Statewide Data Indicators with National Standards

National Data Indicators	National Standard (Scaled Score)	State Score (Scaled Score)	Meets Standards?
Composite 1: Timeliness and permanency of reunification	122.6+	118.3	No
Composite 2: Timeliness of adoptions	106.4+	75.1	No
Composite 3: Permanency for children in foster care for extended time periods	121.7+	102.5	No
Composite 4: Placement stability	101.5+	102.3	Yes

CFSR Adoption Outcome Measures – Timely Adoptions: Applying the CFSR adoption outcome measures to LDSS progress in timely adoptions, data as of February 2011 indicates that the percentage of achieving adoptions within 24 months of entry into care for 63 LDSS is below the national median (26.8%). Twenty-three LDSS surpassed the national median. Thirty-four LDSS had no children available for adoption. Virginia’s over-all percentage of adoptions in less than 24 months as of February 2011 is 22.70%. See <http://www.dss.virginia.gov/geninfo/reports/children/cfsr.cgi> for “CFSR Outcomes by LDSS”.

Focus Group and Contractors Feedback: Focus Groups with LDSS and regular contractors’ meetings indicated the following issues impact finalized adoptions:

Barriers:

- A shared philosophy (or lack thereof) between the LCPA and the LDSS regarding permanency and critical outcomes for children in the care of LDSS
- Disagreement over the placement of a child in a home approved by the LCPA
- Lack of awareness by LDSS about the adoption contracts and populations to be served
- LCPA serving children not in the category list of children identified by VDSS

What Works:

- Better collaboration and decreased disputes resulted when LDSS and LCPAs could develop their own partnerships with the agencies with which they already had strong trusting relationships.
- Public and private agencies collaborating on child specific recruitment activities that enhanced finding adoptive families such as Heart Galleries, match receptions, basketball and bowling parties, etc.
- Consistent collaborating (communication) among contractors and LDSS

- Collaboration and a shared philosophy regarding adoptive placement across jurisdictional lines and state lines (homes are often found for children that overlap locality and community)
- Shared understanding of adoption policies and procedures and the role and responsibilities of each agency/organization in carrying out the policies and procedures. LCPAs focusing on completing Life Books for children in care were seen as particularly helpful.

SECTION 3 – STATEMENT OF NEEDS

A collaborative and focused approach to achieving final adoptions for children/youth in the custody of a LDSS, and who fall into one or all of the subsets of children, is the primary outcome that VDSS expects of this initiative. LDSS are strongly encouraged to submit proposals that focus on the adoption of children in subset Category 3 although they are not limited to this category.

3.1 Collaborative Adoption Agreements (CAA)

Offerors shall submit a completed and signed Collaborative Adoption Agreement (Attachment J-1) with a minimum of two LDSS or with LCPA(s) with whom the Offeror will partner to achieve adoptions. Contractors shall complete and sign the Collaborative Adoption Agreement with any additional LDSS or LCPA(s) with whom they will partner during the course of the contract and must submit copies of these agreements to the VDSS Contract Administrator prior to working with any children under the custody of the LDSS.

- A. Within 20 days of being awarded a contract, the Contractor and partner LDSS or LCPA(s) will attend a technical assistance meeting with the VDSS Contract Administrator and DSS Consultants to discuss how to develop a plan to achieve specified outcomes (see Section 3.1.B below).
- B. Within 45 days of being awarded a contract, the Contractor and their partner LDSS(s) or LCPA(s) shall meet and develop a joint plan to achieve specified outcomes. The Plan shall include:
 1. Identifying the specific children for whom the Contractor will find an adoptive home;
 2. Matching characteristics of adoptive home needed including “wants vs. needs;”
 3. Assessing and providing services/training to child/youth, current foster family, pre-adoptive family, etc.
 4. Specifying the roles and responsibilities of the Contractor and the LDSS or LCPA(s) in approving an adoptive home for a specific child and placing the child in the adoptive home;
 5. Identifying a communication plan to staff cases and review progress, agreeing to the assignment of new cases, addressing challenges and further delineating roles and responsibilities;
 6. Decision making authority and process: preparing, sharing and signing off on reports, summaries, required documents, etc.;
 7. Supporting pre-adoptive family through the adoption process – home study, subsidies, etc.
 8. Assuring consistent and ongoing communication with the child/youth, current foster family, service providers, medical, educational providers, pre-adoptive family, Guardian Ad Litem (GALs), etc.

9. Pre and post adoptive home placement assessment, evaluation and support;
10. Compliance with all federal, state regulations and agency policies involving child welfare work;
11. Facilitating the handling of legal proceedings;
12. Identifying and agreeing to a dispute resolution process that can be initiated by the Contractor or the partner LDSS(s) or LCPA(s) when a disagreement or conflict threatens to hold up the placement of a child in an adoptive home or, in any other way, a child's timely adoption is at risk;
13. Developing a work plan benchmarking goals, objectives, projected outcomes and performance measures for a twelve (12) month period.

3.2 Services to Children

Offerors shall distinguish between the children they are working with prior to July 1, 2011 and the children and youth with whom they will begin working after July 1, 2011. This differentiation must be made clear both in the response to this RFP and, if awarded a contract, in all reporting documents.

- A. Strategies used must clearly link to the needs of the child and adoptive parent and to finalizing the adoption. The Contractor shall not use funds for services provided to children outside of the scope of the contract (e.g., those where TPR has not been finalized with both parents).
 1. Child specific recruitment activities shall include but are not limited to:
 - a) Case record reviews
 - b) Family search/identification discussions with the child/youth and the case worker
 - c) Contacting and discussing adoption needs for the child with:
 - Former foster parents
 - Maternal relatives
 - Paternal relatives
 - Close family friends
 - d) Presenting pictures and profiles of the child to groups or organizations that support the 'condition or need' of the specific child
 2. Targeted recruitment activities for special needs and older children shall include but are not limited to:
 - a) Conducting assessments of the child's age, gender, race, siblings or ethnic background
 - b) Conducting assessments of the child's physical, emotional, behavioral and social needs
 - c) Conducting assessment of the type of adoptive family needed by the child: family's ability to manage the behavior of the child, financial means, religion, culture, lifestyle, education, housing, age, family support systems, values, etc.
 - d) Based on assessments, conducting targeted recruitment activities within neighborhoods, professional organizations, churches, youth groups, youth employment sites, former and current foster parents, community leaders, educational and child serving institutions, etc.
 - e) Conducting "youth directed" recruitment activities
 - f) Conducting targeted recruitment with significant adults in the child's life based on input from the child

- B. The Contractor shall accept referrals from LDSS and the Adoption Resource Exchange of Virginia.
- C. The Contractor shall prepare signature statements with each family to ensure it is understood that funds provided under this grant are for the adoption of children in foster care in Virginia.
- D. The Contractor shall attend meetings with VDSS at least quarterly and attend an initial program and evaluation planning meeting.
- E. The Contractor shall inform VDSS when there is a change in staffing, programs, services, or personnel that may affect the LCPA or LDSS capacity to achieve the defined outcomes. The Contractor must ensure there is a staff back-up plan in the event of a staff change.
- F. The Contractor shall assign at least one (1) full-time staff member, fully dedicated to the provisions of meeting the terms of this contract, who receives a minimum of 25% supervisory support time.
- G. The Contractor shall utilize no more than 10% of the funds to support “non-direct” recruitment and adoption service provision personnel, activities or expenditures (i.e., clerical staff, rent, administrative overhead).
- H. The Contractor shall assign identified staff to this project within, at least, 30 days of notification of contract award.
- I. The Contractor shall assign only qualified and experienced staff to this project, and ensure the staff representatives receive ongoing training and supervisory support.

3.3 Children to be Served

Strategies are needed to locate and place children/youth in safe, permanent adoptive homes; to increase timely adoptions for children/youth who can be adopted within 24 months of entry into care, and; to increase the number of children/youth adopted over age 6. Within this subset of children/youth, the increase of children whose foster parents have expressed an interest in adopting the child/youth, but have not yet signed adoptive placement agreements, is a particular area of concern to VDSS.

VDSS will consider three categories when making contract awards. The Contractor shall provide services for one or more categories of children and youth, as identified in its proposal. The three categories and the sample list of processes and strategies are as follows:

- A. **Category 1:** Children and youth with a goal of adoption, termination of parental rights (TPR), who are not in a pre-adoptive home and **have the potential to be adopted prior to twenty-four months** (i.e., children in foster care less than 16 months). LDSS who have children in placement and who are eligible under this category are identified in Attachment P.
- B. **Category 2:** Children and youth who have a goal of adoption, termination of parental rights (TPR), are not in a pre-adoptive home, and **are likely not to be adopted within 24 months of**

their entry into foster care (i.e., children in foster care 16 months or longer). These youth are at high risk of aging out of foster care due to an excessive length of stay in the foster care system. LDSS who have children in placement and who are eligible under this category are identified in Attachment P.

1. Primary processes/strategies shall include but are not limited to the following:

- Diligent search for, and reconnecting the child with, relatives for the purpose of adoption;
- Other child specific and targeted recruitment strategies when relatives are not an option;
- Orientation and on-going contacts with prospective adoptive families that demonstrate a sense of urgency to achieve adoption;
- Training and other supports for the adoptive family that focus on preparing them for adoption and increases their competency in areas such as: protecting and nurturing children, meeting children's developmental needs including addressing developmental delays, supporting relationships between the child and their families, and connecting children to safe, nurturing relationships intended to last a lifetime.
- Conducting timely home studies for the families who show interest in a specific child or assist the LDSS in completing such home studies. **The timeframe for completing home studies must not be a barrier to the finalized adoption.**
- Facilitating registering the child with AREVA including submission of the photo and a description of the child and submission of completed home studies to AREVA when appropriate.

2. Secondary Strategies, based on the Collaborative Adoption Agreement with Custodial LDSS, shall include but are not limited to the following:

- Conducting Pre-Placement and placement services that:
 - Assess the needs of the child and prepare the child for adoption;
 - Assist the parents in assessing their ability to parent a particular child and their readiness to proceed with adoptive placement;
 - Discuss adoption assistance options with the family consistent with the VDSS philosophy, policies and guidance on adoption assistance; assist the family in applying for adoption assistance and other available community, state and federal resources and supports when appropriate;
 - Describe and provide other services to the child and family as requested by the LDSS that are consistent with the purpose and goals of this RFP.
- Providing Post-Placement services (before finalization) that include but are not limited to:
 - Conducting supervisory visits when agreed to by the custodial LDSS and submitting summary reports as required by VDSS policy;
 - Providing specific therapeutic and child-specific supportive services to the child and family to ensure a successful placement. Supportive services must be in response to a documented, assessed need of the child and/or family and have clearly articulated goals related to achieving a successful adoption;

- Providing other services consistent with the purpose of this RFP when requested and approved by the custodial LDSS and mutually agreed upon by all parties.

C. Category 3: Children and youth in foster homes, with the goal of adoption, with termination of parental rights (TPR), and an adoptive placement agreement has been signed, but the adoption is not finalized.

Services provided in Category 3 shall use strategies to increase the number of adoptions of children who have the permanency goal of adoption but limited or no progress toward adoption has been made or the timeliness of the adoption will be increased through a collaborative approach between the Contractor and the custodial LDSS. Offerors will identify specific services that will be provided to assist the custodial LDSS in completing a limited range of activities that clearly demonstrate significant movement toward a finalized adoption (i.e., completing milestones required to finalize adoptions).

1. Primary processes/strategies of the Contractor shall include but are not limited to the following:

- Providing support services to the child and foster family to prepare them for making the commitment to adopt;
- Regular and goal-directed meetings with the child and foster family to address their issues or concerns about adoption;
- Training and other supports for the family that focus on preparing them for adoption and increases their competency in areas such as: protecting and nurturing children, meeting children's developmental needs including addressing developmental delays, supporting relationships between the child and their families, and connecting children to safe, nurturing relationships intended to last a lifetime;
- Updating home studies if necessary;
- Discussing adoption assistance options with the family consistent with VDSS' philosophy, policies and guidance on adoption assistance; assisting the family in applying for adoption assistance and other available community, state and federal resources and supports when appropriate;
- Facilitating a signed adoptive placement agreement (if not currently in place); and
- Completing documentation required to finalize the adoption.

2. Secondary Strategies shall include, but are not limited to the following:

- If it has been determined that the foster parent will not adopt or the child/youth has validated objections to the adoption by the current foster parent, aggressive recruitment shall be used to find an adoptive family for the child/youth or to build a foundation to establish an alternate permanency option.

3.4 On-going Evaluation (Qualitative and Quantitative)

Contractors must:

- A. Develop a methodology and conduct ongoing data collection and reporting designed to track progress and adjust the work to achieve the identified goals
- B. Develop and implement a plan to conduct qualitative data collection activities such as customer service surveys, process evaluations with localities, etc.
- C. If asked, agree to present at conferences, seminars, etc.

SECTION 4 - PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. Proposals shall be submitted in the form of two (2) originals and four (4) copies. The original hard copy proposals should be so marked. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by VDSS. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.

- d. Proposals must be typewritten and double spaced on 8 ½” by 11” white paper, in type no smaller than 12 characters per inch. A standard font such as Arial 12 or Times New Roman 12 is preferred.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be included in that single volume. All pages of the proposal must be numbered.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of VDSS and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS

1. **Identification of proposal envelope/package:** Offerors requesting funding must send or hand deliver two (2) completed proposals with original signatures and four (4) additional complete copies to:

Lyndell Lewis,
Family Preservation Supervisor
Permanency Unit
Virginia Department of Social Services
801 E. Main Street, 11th Floor
Richmond, Virginia 23219-3301

The following information must be included in the return address and identified as follows:

From: _____ (Name of Offeror)	June 13, 2011 (Due Date)	3:00 p.m. (Time)
_____ (Street or Box Number)	FAM-11-084 (RFP Number)	
_____ (City, State, Zip Code)		

All envelopes/packages shall be prominently marked:

DO NOT OPEN: SEALED PROPOSAL

Adoption Through Collaborative Partnerships

No other correspondence or other bids/proposals should be placed in the envelope.

Copies of this Request for Proposals, including the necessary forms and instructions, may be downloaded from the DGS/DPS eVA web site www.eva.virginia.gov or from the VDSS website. The VDSS web site may be accessed at www.dss.virginia.gov/form/grants. Click on “Forms and Applications” (left side) then “Grant Opportunities” (left side). Select the Adoption Through Collaborative Partnerships RFP Number FAM-11-0848. Award notices will also be published on these websites.

2. Proposals should be as thorough and detailed as possible so that VDSS may properly evaluate capabilities to provide the required services. Proposals cannot exceed 20 pages, not including the Executive Summary, the Offeror’s completed forms that were included in the RFP as attachments, the budget narrative to be attached to the budget forms, letters of support/commitment, signed collaborative adoption agreements, copies of child-placing agency license, 2011-2012 operating budgets, 2010-2011 statement of actual costs, or audit copies. Offerors are required to submit the following items as a complete proposal in the order listed:

- a. Proposal Summary Cover Sheet (Attachment A)
- b. RFP Cover Sheet (Page one of the RFP)
- c. RFP Checklist (Attachment B-2)

Note: Proposals which lack required signatures will not be considered.

- d. Executive Summary: Provide a one-page summary of the proposal identifying the partnership and highlighting key elements regarding services proposed such as the target category of children/youth, the goal, the expected outcomes and the activities. This page does not count toward the 20 page limit.
 - e. Proposal Narrative: The work plan narrative must be organized in a manner that clearly addresses each of the following, in the order listed. Narratives that are concise and specific will be viewed most favorably.
1. Provide a statement of need for the category of children/youth you propose to serve and the services being proposed to meet their needs. Distinguish between the children you are already working with prior to July 1, 2011 and the number of children and youth with whom you project you will begin working after July 1, 2011. For Category 3, listed in “Children to be Served” in this RFP, identify specific services that will be

provided to the custodial LDSS to assist them in a limited range of activities that clearly demonstrates significant movement toward a finalized adoption.

2. Identify the local Departments of Social Services or Licensed Child Placing Agency(s) (include geographic region) with whom you have formed a partnership and describe how you propose to work together to achieve adoptions for the category of children/youth you propose to serve. Summarize relevant past or on-going activities/programs/collaborations that may demonstrate the probability of a successful partnership with the agencies you have identified. Identify any additional LDSS(s) or LCPS(s) that you will target as collaborative partners, identify the geographic region for these prospective partner agencies, identify key child welfare data elements for the prospects that will help achieve the goal of this RFP.
 3. Estimate the number of children/youth you will serve and describe fully the strategies that will be used to achieve timely adoptions.
 4. Describe and identify the education and self assessment that will be used to prepare families for adoption.
 5. Describe the philosophy of all participating agencies in regard to placement of children across jurisdictional lines.
 6. Describe other strategies that you will use to leverage other services that can assist in providing adoption services and supporting families after a finalized adoption.
 7. Describe the staff, facilities and time that will be required to carry out activities designed to achieve the expected outcomes identified in this RFP. Indicate whether current staff will be used or new staff will be hired for the project. Summarize the competency of key project staff that will be dedicated to deliver the direct services to the target group; include descriptions of current and previous relevant experience in serving children with special needs. For any staff for who will have a shared responsibility for the project, detail how the responsibilities will be shared, current duties, current caseload and source of funds for the other duties of this position. Position descriptions and resumes must be included and are considered as part of the page count. A minimum of one full-time staff is to be dedicated to the direct delivery of services, who receives a minimum of 25% supervisory support time.
 8. Provide a statement of assurance regarding the understanding of the Multi-Ethnic Placement Act (MEPA) by all assigned project staff.
- f. Organizational Capability and Structure
1. Describe two to three successful collaborations/partnerships your agency has experienced that focused on child placement, achieving permanency for children and youth or innovative approaches to delivery of services to clients. Describe how consensus was achieved when many views may have been presented for consideration.

2. Describe the “track record” of your agency/organization and any previous or current experience in the provision of services to families emphasizing particular strengths/experiences working with families of diverse cultures and socioeconomic backgrounds and families of children with physical and mentally challenging conditions.
3. Describe your agency’s/organization’s experience with the adoption of children with special needs; in preparing families and children for adoption; and work with post adoption services before finalization.
4. Identify the geographic locations which your agency provided services in the past and intend to provide services.

g. Evaluation Plan

1. Describe how you will evaluate progress and effectiveness of the strategies and activities necessary to achieve the outcomes targeted in this RFP. Include target dates for the beginning and end of each activity, including planning activities and staff responsible. Specify any details for subcontracting. Identify target populations, numbers to be served and units of service for each objective and activity. Complete the project Goals, Outcomes and Initial Work Plan (Attachment D) to describe the project methodology.
2. The evaluation plan must utilize data sources specific to VDSS such as Safe Measures, documentation of regular face meetings with partnering agencies and reports of client (families) satisfaction with services provided.
3. The evaluation of outcomes must be based on the stated goals, objectives and activities.

h. Proposed Budget:

A minimum of 10% cash or in-kind match is required. No federal funds may be used as part of this match. Offerors must not use local, state, or other federal funds already being used for other matching purposes. The proposal must provide sufficient documentation that the matching funds are eligible and consistent with the guidelines given.

When calculating the match, divide the amount of the request by the difference between 100% and the match percentage, then subtract the amount requested from the figure obtained. For example, a 10% cash or in-kind match may be computed by dividing the amount of the request by .90 and subtracting the request from the figure obtained.

Example: A program requesting \$50,000 will be required to provide a cash or in-kind match in the amount of \$5,000 ($\$50,000 / .90 = \$45,000$ less the \$50,000 requested amount, for a match totaling \$5,000).

All expenses included in the proposal must be allowable under federal and state regulations, must be reasonable and necessary, and apply directly to the project. Administrative costs that are necessary to sustain the direct effort involved in administering the proposed adoption services of this RFP are allowable.

Administrative costs include, but are not limited to the following: procurement; payroll; personnel functions; management; maintenance and operation of space and property; data processing and computer services; accounting; budgeting; and auditing. Administrative costs shall not exceed ten (10%) percent of the total cost of the proposed budget. [CFDA 93.556] Administrative costs may be used toward the 10% match as the cash or in-kind.

Program costs are costs other than administrative costs, incurred with developing and implementing the delivery of services, planning, consultation, coordination, training, quality assurance measures, data collection, evaluation and supervision.

1. Complete the Itemized Budget Summary and Itemized Budget Sheets (Attachments E-H). Attach to the Itemized Budget Summary Sheet a Budget Narrative that includes a description of each proposed expenditure and provide a justification for the proposed expenditure. Dollar amounts for cash or in-kind match must be thoroughly justified.
2. Within the broad program requirements stated in this RFP, proposals must include budget items such as the following:
 - a. Salaries and fringe benefits of adoption designated workers, adoption trainers, adoption recruiters and any appropriate share of supervisory support time. The proposal should identify the staff percentage of time on the contract, the full salary and the salary related to the contract. Only the staff percentage of time to the contract may be charged for fringe benefits.
 - b. Adoption services to children available for adoption.
 - c. Supplies, materials, and meeting expenses necessary to carry out specific stated activities.
 - d. Travel costs (travel costs shall generally be limited to in-state travel to deliver services and must not exceed the current approved state per diem).
- i. Letters of Support and/or Commitment:
 1. Provide letters of support from at least two adoptive parents for whom you have finalized an adoption in the past three (3) years for a child from a local Department of Social Services;
 2. Provide at least two signed Collaborative Adoption Agreements (CAA) between the Offeror and LDSSs or LCPAs or other service providers that will partner with the Offeror to achieve the outcomes to show an upfront commitment to work together to

increase adoptions of the targeted subset of children. The CAA shall express the intent to increase the adoption of these children through:

- recruiting adoptive families for identified children
- matching the adoptive family to the child,
- preparing the child for transition to a new family,
- preparing the family for accepting the child into their home,
- facilitating signed adoptive placement agreements,
- supervising the placement of the child with the family with emphasis on a permanent commitment,
- assisting the family to acquire help that may be necessary to present the adoption through the court system and, if necessary,
- making referrals for post finalized adoption services to address developmental concerns that result from the child's life circumstances.

j. Requirements and Assurances

- A copy of the Federal Assurances (Attachment K),
- A copy of the General Certification (Attachment L),
- Certification Regarding Lobbying (Attachment M), and
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment N).

Note: These forms require the signature of an authorized agent of the offering agency.

k. Work Plan (Goals, Outcomes, Initial Work Plan Form)

The Goals, Outcomes, Initial Work Plan Form (Attachment D) must provide the goals, objectives, process and outcome measures and outcomes of the project.

L. Proposal Order of Presentation

The complete proposal will include all of the following parts:

- a. Proposal Summary Cover Sheet (Attachment A)
- b. RFP Checklist (Attachment B-2)
- c. Page One (1) of the RFP
- d. Any addenda
- e. Executive Summary
- f. Proposal Narrative
- g. Agency History
- h. Evaluation Plan
- i. Goals, Outcomes, Initial Work Plan Form (Attachment D)
- j. Proposed Budget – must include Budget Summary, (Attachment E),
 - Itemized Budget forms (Attachments F and G) and
 - A clear explanation of expenses in narrative form (Budget Narrative). Failure to provide a budget narrative may result in rejection of the proposal.

- Itemized Budget “Other” (Attachments H should be included as appropriate.
- k. W-9 Form (with signature) (Attachment I)
- l. Current Letters Of Support (with signatures)
- m. Collaborative Adoption Agreement (Attachment J-1) that will be used with local departments of social services or other partners
- n. Job Descriptions and/or Resumes (up-to-date)
- o. Assurances Form Sf-424b (with signature) (Attachment K)
- p. General Certification (Attachment L) (with signature)
- q. Certification Regarding Lobbying (Attachment M) (with signature)
- r. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. (Attachment N) (with signature)
- s. Certification to Receive Electronic Reimbursement (Attachment O) (with signature)
- t. Copy of Virginia Child-Placing Agency License
- u. 2011-2012 fiscal year operating budget
- v. 2010-2011 statement of actual costs including a listing of the sources of funding
- w. Copy of the most recent Audit
- x. Six complete copies of the proposal must be submitted to include two original proposals with original signatures.

SECTION 5 - EVALUATION CRITERIA AND AWARD

To be considered for funding, Offerors must first meet the stated objectives of the RFP as specified in Section III, Statement of Needs. In addition, Offerors must meet general and specific requirements outlined in this RFP.

EVALUATION CRITERIA: Proposals will be evaluated by a panel of individuals who have demonstrated expertise in special needs adoption, contract management, program administration, program development and program evaluations. Using the criteria in the table below, the panel will make programmatic and budgetary recommendations for contract awards. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. Oral presentations are an option of VDSS and may or may not be conducted.

A. Proposals will be evaluated using the Best Value Acquisition (BVA) procedure. Using the BVA methodology the evaluation will be adjectival and rated according to the following descriptions:

RATING	DESCRIPTION
Exceptional	Exceeds requirements and demonstrates an exceptional understanding of goals and objectives. One or more major strengths exist. No significant weaknesses exist.
Acceptable	Demonstrates an acceptable understanding of goals and objectives of the project. There may be strengths and weaknesses, however strengths outweigh the weaknesses.
Marginal	Demonstrates a fair understanding of the goals and objectives of the project. Weaknesses have been found that out-balance any strengths that exist. Weaknesses will be difficult to correct.

Unacceptable	Fails to meet an understanding of the goals and objectives of the project. The proposal has one or more significant weaknesses that will be very difficult to correct or are not correctable.
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The following **non-weighted** criteria will be used in the review:

1. Collaborative Partnerships

- The proposal demonstrates potential for a strong collaborative partnership to support RFP goals, objectives and outcomes. The role of the Offeror and each of the collaborative partners is clearly described.
- Letters of Support exhibit confidence that the Offeror can carry out the proposed plan.
- The Offeror clearly demonstrates past success in partnering/collaborating on projects focused on child placement.

2. Need for Services Established

- Children/youth that will be served are clearly identified and are consistent with the goals of the RFP. Plan lists all children with whom the Offeror may currently be providing services and projects the number of additional children to be served.
- Useful statistics are provided that clearly documents need.
- Discusses past experience in serving this targeted population and outcomes; cites barriers to service delivery; identifies best practices.

3. Implementation Plan & Quality of Proposed Services

- The Offeror specifies applicable adoption processes that will be used to achieve the outcome of final adoption. This includes activities with timeframes, outputs, interim outcomes and evaluation (qualitative and quantitative measures; if applicable).
- Activities/Outcomes are consistent with goals and objectives set forth in the RFP.
- Activities/Outcomes time frames for implementation and service delivery are reasonable.

4. Organizational Capacity and Structure

- The Offeror demonstrates its and the partners' experience with the adoption of children with special needs, in preparing families and children for adoption; and work with post adoption services before finalization.
- The Offeror proposes qualified personnel, dedicated to delivery of the services to the targeted group.
- Detail is provided about staff that have a shared responsibility (less than 100 percent time) for the delivery of services (i.e., current other duties, current caseload) and source of funds for other duties.

5. Budget

- Offeror proposes costs that are reasonable and consistent with proposed activities/services.
- Costs are clearly explained; the percentage of staff time is clearly identified. The amount of fringe benefits is consistent with the percentage of staff time dedicated to the delivery of services or reasonable project manager's costs.

6. Evaluation of Initiative and Analysis of Outcomes

- Offeror's Evaluation Plan clearly describes how progress and effectiveness of strategies and activities will achieve outcomes to accomplish project goals and objectives.
- Offeror's projected outcomes are reasonable and feasible for funding level, services and targeted population.

B. **BEST VALUE AWARD(S)**: Selection shall be made of multiple Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, VDSS shall select the Offerors, in its opinion, that have made the best proposals, and shall award contracts to those Offerors. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

It is VDSS' intent that June 29, 2011 a Notice of Award will be posted on eVA and VDSS' Web site. The Notice of Award will be sent to Offerors. The Offerors selected for awards will be required to sign a contract.

SECTION 6 - REPORTING AND DELIVERY REQUIREMENTS

Contractors for adoption programs funded will be required to attend a meeting to be held during the first quarter of the contract period.

The Contractor shall submit the following reports of activities and services:

- A. Quarterly Reports** detailing progress made as compared to the completed work plan submitted with this proposal shall be submitted to VDSS within 30 calendar days after the end of each quarter. Quarterly reports (the template of which shall be available at the Contractors meeting subsequent to awarding contracts), at a minimum, will include:
1. Identification of the target population and the numbers served during the quarter as it relates to the project's specified target population;
 2. Demographic information regarding the population served;

3. Identified primary and secondary activities conducted, milestones achieved and an assessment of the progress the Goals, Outcomes and Initial Work Plan (Attachment D) ; each goal, objective, related strategies and outcomes shall be addressed;
4. Statistical information on the clients served;
5. Identification of additional collaborative partnerships formed as a result of this project;
6. Any gaps in services or barriers to the progress of the project, with proposed solutions;
7. An explanation of any deviations from the work plan;
8. Any changes in staffing;
9. Identification of any particularly successful or unsuccessful project activity or component; and,
10. Copies of any materials that have been developed under the contract. Note: Materials produced under this contract must bear a statement that the project was supported by the Virginia Department of Social Services, and Titles IV-B Subpart2 and XX/SSBG (Social Service Block Grant) funds for Adoption Through Collaborative Partnerships.
11. The selected proposals must complete the quarterly progress reports due on the following dates after the end of each quarter.

Current State Fiscal Year		
Quarterly Reports		Due
1	July 1- September 30	October 31
2	October 1– December 31	January 31
3	January 1 – March 31	April 30
4	April 1 – June 30	July 31

- B. **An Annual Report** describing the cumulative activities of the contract shall be submitted to VDSS within 30 calendar days following the conclusion of each contract period. The annual report should be part of the Fourth Quarter. This year-end report is a cumulative summary and evaluation of project activities and services over the entire funding period. It is an overall evaluation of the project including an assessment of whether the program goals and objectives were met; whether desired outcomes were achieved. Statistical information on the number of children, potential adoptive and actual adoptive families served; number of finalized adoptions. It includes information about LDSS and adoptive parent satisfaction with the services provided; any problems or delays that were encountered and how they were resolved. It shall include copies of any materials that were developed under the contract which were not already submitted in previous quarters.
- C. **Duplicate Reports and/or a Document** may be required by the VDSS for the purpose of disseminating any portions of the project which have been successful in a manner useful to other agencies or organizations in setting up a similar project or for evaluation purposes. Reports submitted by the Contractor may also be used in a peer review process at the state and/or local level.
- D. **A Written Report** to the VDSS which shall be submitted within seven calendar days indicating significant deviations from anticipated progress and/or problems associated with the delivery of services as agreed to by the VDSS and the Contractor. Such report shall identify the deviations

and/or problems, whether anticipated or actual, the effects of such on the performance under this contract, and a proposed plan for resolution.

- E. **Fiscal Reports**: All Contractors shall produce a detailed monthly invoice for grant expenditures with original signature must be completed for reimbursement of expenses.

All Contractors shall maintain appropriate programmatic and financial records that fully disclose the amount and disposition of Adoptions Services/SSBG funds received including: financial documentation for disbursements; time and attendance records specifying time devoted to allowable grant services and activities; participant files; the portion of the project supplied by other sources of revenue; and job descriptions. Records must be maintained that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining match value and volunteer services must be documented.

The Contractor agrees to provide any additional reports that the VDSS may request by written notice to the Contractor.

SECTION 7 – OPTIONAL PRE-PROPOSAL CONFERENCE

This Section has been deleted.

SECTION 8 - GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.virginia.gov, Purchasing, under “Manuals.”
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with

respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having

official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
 - 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number and the federal employer identification number, where appropriate.
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986,

DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) and the VDSS web site (www.dss.state.va.us) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

SECTION 9 – SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. The contractor further agrees to comply with the organizational audit requirements of OMB Circular A-128, “Audits of State and Local Governments” or the Single Audit Act and OMB Circular A-133.

A Contractor who exceeds \$500,000 or more in combined federal funding is required at its expense to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of all audits must be forwarded to VDSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one (1) year from the end-date of the contract award as stated on the Contract, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

- B. **CANCELLATION OF CONTRACT:** VDSS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract shall be terminated by either party, without penalty, after the initial 12 months of the contract period upon thirty (30) days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all services agreed to prior to the effective date of cancellation.
- C. **CONTRACTOR AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the Contractor shall be regarded as an independent Contractor and not as an agent or employee of the Commonwealth of Virginia or VDSS. The Contractor shall be responsible for all its own insurance and federal, state, local and social security taxes.
- D. **CONFIDENTIALITY:** Any information obtained by the Contractor concerning recipients of services under this contract shall be treated as confidential in accordance with relevant provisions of State and federal law.
- E. **CONTRACTOR PERFORMANCE:** VDSS may monitor and evaluate the Contractor’s performance under the contract through analysis of required reports, expenditure statements, site visits, peer reviews, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the Contractor’s services or operations, audit reports, and other mechanisms deemed appropriate by VDSS. Performance under this contract shall be a primary consideration for extension of this contract and may be a consideration in future contract awards and negotiations.

- F. **EQUIPMENT**: Total requests for equipment costs in excess of \$500.00 per contract are not allowed. Equipment purchased under the terms of this contract shall be limited to equipment indicated in the attached budget. Equipment purchased under this contract shall be retained by the Contractor during the period of performance of the contract. Ownership of equipment purchased under this contract may revert to VDSS at the end of the contract period when ownership is requested by VDSS in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.
- G. **FISCAL ADMINISTRATION**: These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.
1. A contract will be signed between VDSS and an authorized representative of the applying agency/organization upon granting of an award. Upon approval of the contract, the Contractor will be reimbursed for expenses on a **monthly** basis according to the terms of the contract. Therefore, the applicant agency/organization must be prepared to pay expenses as they are incurred and then submit expenditure statements/request for funds on a **monthly** basis to VDSS for reimbursement. **The last two invoices shall be submitted in the following manner:** The May invoice must be received by VDSS no later than June 6. An invoice for June expenditures shall be submitted no later than July 10. The Contractor should allow 30 days from the time expenditure statements/request for funds are received by VDSS until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.
 2. The Contractor will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.
- H. **OBLIGATION OF OFFEROR AGENCY**: By submitting a proposal, the Offeror covenants and agrees that the Offeror has satisfied itself, from its own investigation of the conditions to be met, that the Offeror fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- I. **OWNERSHIP OF MATERIAL**: Ownership of all data, material and documentation originated and prepared for VDSS pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of VDSS and all such materials shall be remitted to VDSS upon completion, termination or cancellation of this contract. All such materials shall be remitted, upon request, to VDSS in a format, electronic or otherwise, acceptable to VDSS. The Contractor shall not use, willingly allow

or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of VDSS. VDSS must agree to the release of materials to a third party in either electronic read-only documents or hard copy. VDSS may, at its sole discretion, release any papers, reports, forms, materials, creations, or inventions created, acquired, developed or maintained under the Contract to the Virginia Social Services System (VSSS).

Any materials produced under this Contract must have the prior written approval of the Permanency Program Unit and include a statement prominently displayed that the project was supported by the Virginia Department of Social Services, Permanency Program Unit. The Contractor agrees that any materials (including, but not limited to written, visual, audio, policy training manuals and issue analyses) issued by the Contractor describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:

Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS or the U.S. Department of Health and Human Services.

If applicable, the Contractor also agrees that one copy of any such materials will be submitted to VDSS in all formats (paper, acceptable electronic format, et al) to be placed on file and distributed as appropriate to other interested parties and to the Library of Virginia if required by statute.

- J. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Contract shall become the sole property of the Commonwealth of Virginia. On request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- K. **POLITICAL ACTIVITY PROHIBITED:** Programs funded under this contract shall not use these funds, provide services, or employ or assign personnel, in a manner supporting or resulting in the identification of such programs with:
1. Any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
 2. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
 3. Any voter registration activity.
- L. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all Subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his Subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- M. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for up to two successive one-year periods, under the terms of the original contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- N. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDSS. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish VDSS the names, qualifications and experience of their proposed Subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his Subcontractor(s) and shall assure compliance with all requirements of the contract.
- O. **SMOKE FREE ENVIRONMENT:** By submitting their proposals, Offerors certify to the Commonwealth that they will comply with the requirements of Public Law 103227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or granted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant. The Contractor further agrees that it will require the language of this certification be included in any sub-awards or contracts, which contain provisions for children's services. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.
- P. **SUPPLANTATION OF FUNDS:** The Offeror assures that funds made available under this contract will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for adoption services and activities.
- Q. **CERTIFICATION REGARDING LOBBYING:** The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form-M, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 10 - METHOD OF PAYMENT

COMPENSATION to the Contractor for delivered services shall be as follows:

- A. The Contractor shall be paid on a cost reimbursable basis. Reimbursements will be made monthly. It is preferred that all reimbursements be deposited electronically through the Virginia Department of Accounts Remittance Electronic Data Exchange (EDI) (Attachment O) for expediency. Application information for EDI can be found on the Virginia Department of Account's website: <https://redivirginia.doa.virginia.gov/>.
- B. Actual expenditures shall be invoiced pursuant to approved line item budget categories in Attachment E.
- C. No amendments to the approved budget may be made without the prior written approval of VDSS. Budget amendments must be requested using the Budget Amendment Request Form accompanied by a narrative to VDSS for VDSS's prior approval at least thirty (30) calendar days prior to the intended effective date

Reconciliation of budget lines to increase funds in salary line items is not an allowable change unless strongly justified by circumstances of new staff hires, or hiring of additional staff due to meeting or exceeding the outcomes of this RFP in terms of the number of finalized adoptions and accepting additional cases. Funds under-spent in line items are generally expected to be moved to those line items that are directly related to achieving adoption milestone activities (e.g., completing home studies, matching children, preparing the child and family for adoption, etc.)

- D. All revenue from the sale of products derived through activities performed pursuant to this contract shall be reported to VDSS and may be applied as an adjustment to defray costs for VDSS.
- E. The invoice period shall be monthly. The Contractor shall invoice VDSS each invoice period on forms supplied by VDSS and shall submit an invoice showing no services delivered if that is the case in any invoice period. VDSS shall not be obligated to pay for services when the Contractor fails to submit monthly invoices for such services within thirty (30) calendar days

after the close of the invoice period in which services were delivered. Invoices which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the invoice.

The last two invoices shall be submitted in the following manner: The May invoice must be received by VDSS no later than June 6. An invoice for June expenditures shall be submitted no later than July 10. The Contractor should allow 30 days from the time expenditure statements/request for funds are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.

- F. If the Contractor fails to correctly provide any services and/or reports as specified in this contract, and in the time period specified herein, VDSS may withhold payment of invoices until said services and/or reports are provided. All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of VDSS, and in accord with applicable federal, state and local laws, ordinances, rules, regulations and applicable OMB circulars. The Contractor shall not receive payment for work found by VDSS to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.
- G. The Contractor shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the state. Expenditures will be monitored by the Virginia Department of Social Services, Adoption Programs.

SECTION 11 - PROPOSAL FORMS & ATTACHMENTS

Proposal Attachments	
Attachment A ---	Proposal Summary Cover Sheet
Attachment B-2---	RFP Checklist
Attachment C-2	Page One (1) of the RFP
Attachment D ---	Goals, Outcomes and Initial Work Plan Form
Attachment E through H	Proposed Budget and Itemized Budget Sheets
Attachment I ---	W-9 Form
Attachment J-1---	Collaborative Adoption Agreement
Attachment K ---	Assurances Form Sf-424b
Attachment L ---	General Certification
Attachment M ---	Certification Regarding Lobbying
Attachment N ---	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Attachment O---	Certification to Receive Electronic Reimbursement
Other Attachments	
Attachment P ---	OASIS Data, Foster Care Demographic Report for Children with a Goal of Adoption
Attachment Q ---	Virginia Map with VDSS Regional Boundaries
Attachment R --Deleted	Deleted - Directions To Pre-Proposal Conference